

OPINION
48-206

April 20, 1948 (OPINION)

SCHOOL BUS

RE: Driver Not Subject to Provisions of OASIS

Your letter of April 15, 1948, addressed to the attorney general, has been received and contents of same have been noted.

Your school board desires an opinion relative to the Old Age and Survivor Insurance System. The particular question is whether or not the board is liable to the Old Age and Survivor Insurance System for the contribution required by law in the following situation.

The school board has a contract with bus drivers to transport children to school. The bus driver furnishes his own bus and all the equipment, and is paid so much per month by the school district. The contracts for transportation are let on bids to the lowest bidder, and it is seldom the same bus driver that gets the contract for more than one term.

Under the facts as stated in your letter, it appears to us that the bus driver is an independent contractor and therefore is not subject to the provisions of the Old Age and Survivor Insurance Law. We believe the test is whether or not the relation between the school board and the bus driver is that of employer and employee or whether the relation is that between the board and an independent contractor. Under the facts as stated in your letter, it is our opinion that the bus driver is an independent contractor operating under a contract with the school board and, therefore, the relation of employer and employee does not exist, and that neither the school board nor the bus driver would be subject to the provisions of the Old Age and Survivor Insurance law.

NELS G. JOHNSON

Attorney General